

NEW APPLICATION

**Visiology, Inc.**



Bobbi F.  
FAX  
WEB  
E-Mail

visiology.com  
bobbif@visiology.com  
Arizona Corporation Commission  
**DOCKETED**

**ORIGINAL**

SEP 26 2003

VIA Overnight Delivery

DOCKETED BY	
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September 25, 2003

T-03842A-03-0709

Docket Control Center  
ARIZONA CORPORATION COMMISSION  
1200 W. Washington Street  
Phoenix, Arizona 85007

Re: Application of Advanced TelCom, Inc. d/b/a Advanced TelCom Group for a Certificate of Convenience and Necessity

Dear Sir:

Enclosed are the original and 13 copies of the Application of Advanced TelCom, Inc. d/b/a Advanced TelCom Group ("ATG" or "Applicant") for a Certificate of Convenience and Necessity to provide resold long distance telecommunications services. ATG was previously certified to provide RLEC and CLEC services in Docket No. T-03842-A-000130.

Please acknowledge receipt of this filing by date stamping the extra copy of this transmittal letter and returning it in the enclosed prepaid envelope. Inquiries pertaining to this filing should be directed to me at (205) 330-1703.

Yours truly,

Bobbi Ferguson  
Consultant to  
Advanced TelCom, Inc.

Enclosures

16061 Carmel Bay Drive • Northport • Alabama 35475

RECEIVED  
2003 SEP 26 A 10:40  
ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

**ARIZONA CORPORATION COMMISSION**

**Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:  
(Please Stamp Here)

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending  
in Arizona as an Interexchange reseller, AOS provider,  
or as the provider of other telecommunication services.

Type of Service: Resold Long Distance Telecommunications Service

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

**A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION**

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

- ☒ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☐ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☐ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☐ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Advanced TelCom, Inc. 19 Old Courthouse Square, Santa Rosa, CA 95404  
Tel: (707) 284-5000 Fax: (707) 284-5001 WEB: [www.atg.com](http://www.atg.com)

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Advanced TelCom Group

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Meredith Gifford, 6540 Powers Ferry Road, Atlanta, Georgia 30339

Tel: 770.644.7774

Fax: 770.644.7774

Email: Meredith.Gifford@ge.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Bobbi Ferguson, Visiology, Inc., 16061 Carmel Bay Drive, Northport, AL 35475

Tel: 205.330.1703

Fax: 205.330.1705

Email: bobbi@visiology.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Meredith Gifford, 6540 Powers Ferry Road, Atlanta, Georgia 30339

Tel: 770.644.7774

Fax: 770.644.7774

Email: meredith.gifford@ge.com

(A-7) What type of legal entity is the Applicant?

☐

Sole proprietorship

☐

Partnership: \_\_\_\_\_ Limited, \_\_\_\_\_ General, \_\_\_\_\_ Arizona, \_\_\_\_\_ Foreign

☐

Limited Liability Company: \_\_\_\_\_ Arizona, \_\_\_\_\_ Foreign

☒

Corporation: \_\_\_\_\_ "S", ☒ "C", \_\_\_\_\_ Non-profit

☐

Domicile: \_\_\_\_\_ Arizona, \_\_\_\_\_ Foreign

☐

Other, specify: \_\_\_\_\_

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

See Attachments A and E.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

See Attachment B.

(A-10) Indicate the geographic market to be served:

- ☒ Statewide. (Applicant adopts statewide map of Arizona provided with this application).
- ☐ Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Applicant is one of a group of companies involved in a proceeding before the Washington Utilities and Transportation Commission (WUTC) resulting from Qwest's failure to file Interconnection Agreements with the WUTC.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

None

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access. **Note:** Customer's that utilize dedicated access must utilize switched access to use

101XXXX. ☒ Yes ☐ No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

☐ For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☒ Yes ☐ No

If "No", continue to question (A-15).

☐ For Local Exchange Resellers, a \$25,000 bond will be recommended.

☐ Yes ☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☐ Yes ☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☐ Yes ☐ No

If "No", continue to question (A-15).

**Note:** Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

**Note:** For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

☐ Yes

☒ No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

**Company operates as a switched-based reseller for certain services and as a switchless reseller for other services. Applicant's switches are located in California, Nevada, Oregon, and Washington. Applicant has no plant, equipment, or facilities in Arizona.**

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

**Applicant currently is approved to provide telecommunications service similar to those to be provided in Arizona in California, Connecticut, Delaware, District of Columbia, Illinois, Indiana, Massachusetts, Nevada, Pennsylvania, Oregon, and Washington.**

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

**Applicant currently offers telecommunications service similar to those to be provided in Arizona primarily in California, Nevada, Oregon, and Washington.**

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

**Shared Communications Services, Inc.  
19 Old Courthouse Square  
Santa Rosa, CA 95404**

**GE Business Productivity Solutions, Inc.  
6540 Powers Ferry Road  
Atlanta, Georgia 30339**

## **B. FINANCIAL INFORMATION**

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☒ Yes

☐ No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.

2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

**Applicant has sufficient financial resources to fund its operations. However, should circumstances warrant, Applicant will be able to rely on the financial resources of its parent company.**

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

**With respect to items, 4, 5, and 6, Applicant does not have and does not plan to have any Arizona jurisdictional assets such as plant, equipment, and offices. Therefore the value of such assets is -0-. With respect to item 1, the projected revenues for the first year following certification are \$1,000.00. With respect to item 2, the projected operating expenses for the first year following certification are \$800.00.**

**C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐

Yes

☐

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

**D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐

Yes

☐

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:



(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☐ Decision # 64178 Resold Long Distance
- ☐ Decision # 64178 Resold LEC
- ☐ Decision # 64178 Facilities Based Long Distance
- ☐ Decision # 64178 Facilities Based LEC

**E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

- ☐ Yes ☐ No

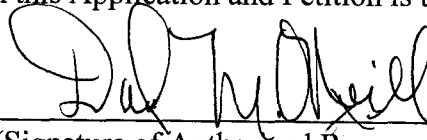
(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

- ☐ Yes ☐ No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

- ☐ Yes ☐ No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

September 12, 2003

(Date)

David M. O'Neill

(Print Name of Authorized Representative)

President

(Title)

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of September, 2003.



NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

Notary Public, Fulton County, GA  
My Commission Expires August 14, 2006

## ATTACHMENT A

### CERTIFICATE OF GOOD STANDING

#### CORPORATE OFFICERS & DIRECTORS

The percent ownership in the company of each of the officers and directors listed below is -0-.

Officers	David M. O'Neill, President Victor A. Allums, Secretary and Treasurer Eric E. Russell, Vice President, Finance and Accounting
Directors	David M. O'Neill Victor A. Allums

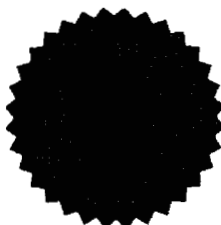
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "ADVANCED TELCOM, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF MAY, A.D. 2003, AT 4:57 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

2916207 8100

030313770

AUTHENTICATION: 2416742

DATE: 05-14-03

THIRD AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
ADVANCED TELCOM, INC.

The undersigned, Gary D. Cuccio, hereby certifies that:

1. (a) The present name of the corporation, duly organized and validly existing under the laws of the State of Delaware, is Advanced TelCom, Inc. (the "Corporation").

(b) The name under which the Corporation was originally incorporated is Advanced TelCom Group, Inc., and the date on which the original Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State is July 1, 1998.

2. The undersigned is the duly appointed, by order of the United States Bankruptcy Court for the Northern District of California, Santa Rosa Division (the "Court") entered on May 7, 2002, responsible individual of the Corporation ("Responsible Individual") in the Corporation's bankruptcy and reorganization proceedings (In re: Advanced TelCom Group, Inc., In re: Advanced TelCom, Inc., In re: Shared Communications Services, Inc.; Case No. 02-11073).

3. The Court, having jurisdiction of the bankruptcy and reorganization proceedings under federal statute, confirmed the Corporation's First Amended Joint Plan of Reorganization (the "Plan"), dated February 25, 2003 and filed on February 26, 2003, on May 13, 2003. Pursuant to the Plan, the Corporation's existing stock will be cancelled and new stock in the reorganized Corporation will be issued to Advanced TelCom Group, Inc., a Delaware corporation. An amendment to the Corporation's Certificate of Incorporation is necessary to carry out the Plan, including authorizing the capital stock to be issued in accordance with the terms of the Plan.

4. This Third Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Section 303 of the General Corporation Law of the State of Delaware.

5. This Third Amended and Restated Certificate of Incorporation amends and restates in its entirety the Corporation's existing Certificate of Incorporation as originally filed by the Corporation with the Delaware Secretary of State on July 1, 1998, as amended by each of the Amended and Restated Certificate of Incorporation and the Second Amended and Restated Certificate of Incorporation of the Corporation filed with the Delaware Secretary of State on July 22, 1998 and November 30, 1998, respectively, and as most recently amended by the Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Corporation filed with the Delaware Secretary of State on June 15, 2000 (the Certificate of Incorporation of the Corporation, as so amended, restated and/or supplemented and as otherwise altered and in effect as of the date of filing hereof, the "Certificate of Incorporation").

6. The Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

- FIRST:** The name of the corporation (the "Corporation") is Advanced TelCom, Inc.
- SECOND:** The address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle; and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.
- THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").
- FOURTH:** The total number of shares that the Corporation is authorized to issue is Three Thousand (3,000), with a par value of \$0.001 per share. All such shares are of one class and are shares of common stock.
- FIFTH:** The Corporation is to have perpetual existence.
- SIXTH:** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of DGCL §291 or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of DGCL §279, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agrees to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on the Corporation.
- SEVENTH:** For the management of the business and the conduct of the affairs of the Corporation, and in addition to and without limitation upon (except as otherwise expressly provided below) any and all rights and powers of the Corporation and its directors and stockholders (or any class(es) thereof) as may from time to time be provided for in the Corporation's organizational documents, the DGCL and/or other applicable laws and regulations, as the case may be, it is further provided that:
- a. the management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors (the "Board"), and

the total number of directors which shall constitute the whole Board shall be fixed by, or in the manner provided in, the Bylaws;

- b. no stockholder of the Corporation shall have any preemptive right to acquire or to subscribe for additional shares of stock of the Corporation except to the extent and on the terms that the Board may from time to time determine; and
- c. the power to adopt, amend or repeal the Bylaws of the Corporation may be exercised by the Board.

**EIGHTH:** The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of DGCL §102, as the same may be amended and supplemented from time to time. The limitation of liability provided for herein shall not be deemed exclusive of any other rights to which such a director may be entitled under the Corporation's Bylaws or Delaware law. No amendment of this Certificate of Incorporation or repeal of any provision hereof shall limit or eliminate the benefits provided under this ARTICLE EIGHTH in connection with any act or omission that occurred prior to such amendment or repeal.

**NINTH:** The Corporation shall, to the fullest extent permitted by the provisions of DGCL §145, as the same may be amended and supplemented from time to time, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section; provided that his or her conduct or action, for which such person seeks limitation of liability was not in breach of any fiduciary duty owed to the Corporation or willful misconduct. The indemnification provided for herein shall not be deemed exclusive of any other right to which those indemnified persons may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. No amendment of this Certificate of Incorporation or repeal of any provision hereof shall limit or eliminate the benefits provided under this ARTICLE NINTH in connection with any act or omission that occurred prior to such amendment or repeal.

**TENTH:** From time to time any of the provisions of this Certificate of Incorporation, except the last sentence of ARTICLE EIGHTH and ARTICLE NINTH, may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred on the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this ARTICLE TENTH.

IN WITNESS WHEREOF, Gary D. Cuccio, in his capacity as Responsible Individual, has executed this Third Amended and Restated Certificate of Incorporation on the 14th day of May, 2003.

A handwritten signature in black ink, appearing to read "Gary D. Cuccio", written over a horizontal line.

Gary D. Cuccio,  
As Responsible Individual



**ATTACHMENT B**  
**PROPOSED TARIFF**

Advanced TelCom, Inc.  
d/b/a Advanced TelCom Group

A.C.C. Tariff No.1  
Page 1, Original

Issued: September 25, 2003

Effective:

Interexchange Services Tariff

**ADVANCED TELCOM, INC.**  
d/b/a Advanced TelCom Group

**THIS TARIFF CONTAINS THE**

**REGULATIONS AND RATES APPLICABLE TO THE PROVISION**

**OF COMPETITIVE INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

**WITHIN THE STATE OF ARIZONA**

Issued: September 25, 2003

Effective:

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Interexchange Services Tariff

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**Check Page**

All the pages of this Tariff are effective as of the date shown at the bottom of the respective page(s).  
Original and revised pages as named below comprise all changes from the original Tariff.

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\*New or Revised Pages

Issued: September 25, 2003

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Interexchange Services Tariff

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Advanced TelCom, Inc.  
d/b/a Advanced TelCom Group

A.C.C. Tariff No.1  
Page 4, Original

Issued: September 25, 2003

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Interexchange Services Tariff

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Advanced TelCom, Inc.  
d/b/a Advanced TelCom Group

A.C.C. Tariff No.1  
Page 5, Original

Issued: September 25, 2003

Effective:

Interexchange Services Tariff

Reserved for Future Use

Issued: September 25, 2003

Effective:

Interexchange Services Tariff

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- |   |   |  |
|---|---|--|
| D | - | Delete Or Discontinue  |
| I | - | Change Resulting In An Increase To A Customer's Bill         |
| M | - | Moved To Or From Another Tariff Location                     |
| N | - | New  |
| R | - | Change Resulting In A Reduction To A Customer's Bill         |
| T | - | Change In Text Or Regulation But No Change In Rate Or Charge |



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**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Replaces the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

**10XXX or 101XXXX Access:** A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. For example, to reach AT&T Communications, Inc., the Customer dials 1+10288+NPA+NXX.

**A.C.C.:** A.C.C. stands for the Arizona Corporation Commission.

**Access Coordination:** Access Coordination provides for the design, ordering, installation coordination, pre-service testing, service turn-up and maintenance ongoing coordination of testing and trouble resolution on all Company-provided local access channels. In the case of Customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution for the local access channels.

**Access Line:** A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving wire center or a Company-designated POP or from a telephone company serving wire center or a Company-designated POP to the Customer's Premises.

**Account Code:** An Account Code is a code consisting of two or more digits, which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

**Add'l:** Add'l stands for additional period.

**Administrative Change:** Administrative Change is the modification of an existing Circuit, Dedicated Access line or Port, at the request of the Customer, that involves changes to authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than the Company, or any other administrative change not covered by a Billing Record Change.

**Airline Mileage:** The distance in mileage between two Rate Centers whose position is specified by industry standards.

**Alternate Access:** Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

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**Ancillary Charges:** Ancillary Charges are charges for supplemental Services or optional features as set forth herein, which may consist of both nonrecurring and monthly recurring charges.

**ANI:** Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming toll free service calls.

**Applicant:** Any entity or individual who applies for Service under this Tariff.

**Application for Service:** The Application for Service is the standard Company order form, which includes all pertinent billing, technical, and other descriptive information that will enable the Company to provide a communication Service(s) as required.

**Area of Service:** The specific area(s) from which toll free calls will be allowed on a given TFS Number as decided by the Customer subscribing to that TFS Number.

**ASR:** Access Service Request. Used to request the provision of special access or switched access as specified in the tariff of the Local Access Provider.

**Authorization Code:** An Authorization Code is a code in numbers or letters employed to gain access to a Company Service.

**Authorized User:** A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

**Billing Record Change:** Billing Record Change is a change in Customer's billing address.

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**Blocking:** A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

**BTN:** Billed Telephone Number. May consist of one or more WTNs.

**Business Customer:** A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

**Cardholder:** Cardholder is the associate, member, Customer, or other individual that uses the Company's Calling Card Service.

**Carrier Common Line Charges:** The charges the long distance companies pay to the local telephone companies for carrier common line access service, which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

**Casual Caller:** A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

**CIC:** CIC stands for Carrier Identification Code which is a numeric code consisting of three numbers used by end-users or customers to reach the networks of the DUCS through equal access arrangements.

**CLEC:** Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

**Commission:** Commission refers to the Arizona Corporation Commission or any succeeding agency.

**Company:** Company refers to Advanced TelCom, Inc. d/b/a Advanced TelCom Group.

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**Company-Provided:** The switching, transmission, and other related telecommunications equipment and/or facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

**Commission:** Commission refers to the Public Service Commission or any succeeding agency.

**Credit Card:** Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

**Customer:** A Customer is the person, firm, corporation, governmental unit or other entity which orders Service, either for its own use, as a resale carrier, or as a nonprofit manager of a sharing group and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, (2) accepts responsibility for the charges associated with an Operator Services Call, or (3) otherwise uses Service for which no other Customer is obligated to compensate the Company.

**Customer Association:** A Customer Association is a pre-existing group of Customers (i) having a cognizable commonality of interest apart from their desire to purchase Services from the Company and (ii) engaging in activities as a group apart from the purchasing of Services from the Company.

**Customer Commitment Date:** The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

**Customer Premises/Customer's Premises:** Location(s) designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its Resellers.

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**Dedicated Access:** Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for Switched Services, the Dedicated Access is referred to as a Dedicated Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

**Defects or Defective Service:** A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

**Designated Underlying Carrier:** The Designated Underlying Carrier is the facilities-based carrier chosen by the Company to provision the communications Service(s) provided to the Customer.

**Direct-Dialed:** A call placed by the caller without operator assistance.

**Diversity:** Diversity is Customer-designated routing which indicates a Customer designated departure from a DUC's primary route.

**DNIS:** Dialed Number Identification Service. Provides the ability to identify the dialed TFS Number on a call-by-call basis.

**DS1:** Digital Signal level One. Composed of twenty-four 64 kilobit Channels with a through put capacity of 1.544 Mbps. Also called

**DUC:** DUC stands for Designated Underlying Carrier.

**Employees:** The term Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

**End User:** The person or legal entity, which uses the Service provided by the Company.

**Equal Access:** Enables the Customer to place long distance calls without the need to first dial a special code.

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**Exemption Certificate:** A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

**Flat Rate:** Charging a rate per minute irrespective of the distance the call is carried or the time- of-day or day-of-week the call is placed.

**ICB:** Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**Installation:** Installation means the connection of a Circuit, Dedicated Access line, or Port, for new, changed or additional Service.

**Joint User:** A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

**LATA:** Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgment.

**LEC:** LEC stands for LEC.

**Local Access:** The service between a subscriber's premise and a Company-designated POP.

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**Local Access Provider:** An entity providing Local Access.

**MAC:** Minimum Annual Commitment.

**MMC:** Minimum Monthly Commitment.

**MMPO:** Minimum Monthly Payment Obligation.

**MOU:** Minutes of Use.

**MRC:** Monthly Recurring Charge.

**MTS:** Message Telecommunications Service.

**NASC:** NASC is the National Administration and Service Center. NASC provides centralized administration of the SMS database of toll free numbers. The NASC keeps track of the toll free numbers that are in use or available for use.

**NPA:** Numbering Plan Area. More commonly referred to as an area code.

**Nonrecurring Charges:** Nonrecurring Charges are one-time charges.

**NXX:** NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**OTC:** One Time Charge.

**PBX:** PBX stands for Private Branch Exchange.

**Personal Identification Number:** Personal Identification Number ("PIN") is a unique number assigned to each Calling Card for the purpose of accessing Service.



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**PIC:** Primary Interexchange Carrier.

**PICC:** Primary Interexchange Carrier Charge.

**PIN:** PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

**Platform:** Platform refers to the proprietary computer technology that provides the Company's network services.

**POP:** Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company designated location where a facility is maintained for the purpose of providing access to the Company's Service.

**Postalized:** Charging a Flat Rate per minute irrespective of the distance the call is carried.

**POTS Number:** Plain Old Telephone Service Number. The 10-digit telephone number associated with basic local exchange service.

**Primary Interexchange Carrier:** Primary Interexchange Carrier is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The Primary Interexchange Carrier is identified by a code number, which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed to the correct company.

**P.S.C.:** P.U.C. refers to the Public Service Commission or any succeeding agency.

**Rate Center:** A specified geographical location used for determining mileage measurements.

**Reseller:** A Customer that resells the Company's Service(s) with the Company's authorization.

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**Residential Customer:** A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

**Restore:** Restore means to make Service operative following an interruption by repair, reassignment, rerouting, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

**SCP:** SCP stands for Service Commitment Period.

**Service:** Any or all services provided pursuant to this Tariff.

**Service Commitment Period:** The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

**SMS:** SMS stands for Service Management System.

**Service Order:** The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service, which shall enable the Company to provide Service.

**SMS/800:** 800 Service Management System is the national database service management system that retains all inbound toll-free number records. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This database provides long distance carriers with a single interface for inbound toll-free number reservations and record maintenance. This system is used by Resp Orgs to manage and administer SMS/800 records.

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**SMS/800 Help Desk:** The organization that administers the SMS/800 system for the centralized management of toll free numbers.

**SMS/SCP:** Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions down loaded from the SMS/800.

**Special Access Surcharge:** A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

**State:** State refers to the State of Arizona.

**Subscriber:** The Subscriber is a person or legal entity, which subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

**Switched Services(s):** Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

**T-1 Digital Service:** T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 megabits per second. In most cases, this service allows twenty-four access paths between any two points.

**TFN:** TFN stands for Toll Free Number.

**TFS:** Toll Free Service.

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

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**Toll Free Number:** A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

**Toll Free Service:** Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number, which terminates at the Customer's requested location.

**Total Usage:** The Customer calculates Total Usage by totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

**TU:** TU stands for Total Usage.

**V&H:** Vertical and Horizontal geographic coordinates.

**WTN:** Working Telephone Number.

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**2.1 Undertaking of the Company**

- 2.1.1 The Company's services are offered for intrastate InterLATA and IntraLATA telecommunication services originating and terminating within the State under terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. The Company resells the services of facility based carriers subject to the terms of any applicable interstate offering or arrangement between the DUC and the Company.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business, which is located at 19 Old Courthouse Square, Santa Rosa, California 95404.

- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available or if any of the following conditions exists:

- The applicant has an outstanding amount due for similar Services and the Applicant is unwilling to make acceptable arrangements with the Company for payment.
- A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's or DUC's personnel or the DUC's facilities.
- Refusal by the Applicant to provide the Company with a deposit when the Customer has failed to meet the credit criteria for waiver of deposit requirements.
- Customer is known to be in violation of the Company's Tariff filed with the Commission.
- Applicant falsifies his or her identity for the purpose of obtaining Service.

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**2.2 Limitations On Service (continued)**

2.2.2 All Services provided according to this Tariff are interstate Services. International and intrastate service is available on an add-on basis.

2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.

2.2.4 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

2.2.5 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) The existence of an obvious hazard to safety or health of the Customer or the general population or the Company's personnel or the DUC's facilities.
- (B) The Company has evidence of tampering or evidence of fraud.

The Company is not required to restore Service until the conditions, which resulted in the termination of Service, have been corrected to the satisfaction of the Company.

The Company will maintain a record of all terminations of Service without notice. This record will be maintained for a minimum of one (1) year and will be available to inspection by the Commission.

2.2.6 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

- (A) Customer violation of any of the Company's Tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
- (B) Failure of the Customer to pay a bill for Service.
- (C) Failure to meet or maintain the Company's credit and deposit requirements.
- (D) Customer breach of contract for Service between the Company and Customer.
- (E) When necessity for the Company to comply with an order of any governmental agency having such jurisdiction.

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**2.2 Limitations On Service (continued)**

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

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**2.2 Limitations On Service (continued)**

- 2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges, which have Equal Access.
- 2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Local Access, will make reasonable efforts to arrange for service requirements such as special routing, route diversity, alternate access, or Circuit conditioning.
- 2.2.15 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.



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**2.2 Limitations On Service (continued)**

- 2.2.16 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.
- 2.2.17 The Company may deny a request for Service to be provided by means of a cellular telephone, where such request poses, in the sole judgment of the Company, operational, technical or billing difficulties. If the Company finds that service has been established to a cellular telephone, it may, upon reasonable notice to the Customer, discontinue such service where continued provision of such service poses, in the sole judgment of the Company, operational, technical or billing difficulties.
- 2.2.18 Reserved for future use.
- 2.2.19 TFS is furnished upon the condition that the Customer contracts for adequate facilities to permit the use of this Service without injurious effect upon the Company or any service rendered by Third Party Vendors on behalf of the Company.
- 2.2.20 The availability of TFS Numbers from the Company is limited by the Company's ability to obtain TFS Numbers requested by the Customer from the national SMS database.
- 2.2.21 If the Company learns that an Applicant or Customer is attempting to sell, barter, trade, or otherwise transfer a TFS Number to another person, the Company may refuse to establish Service or may cancel Service without liability.
- 2.2.22 Reserved for future use.

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**2.2 Limitations On Service (continued)**

2.2.23 The Company reserves the right to refuse Service to any Applicant who is found to be indebted to the Company for Service previously furnished until satisfactory arrangements have been made for the payment of such indebtedness.

2.2.24 If Service is established and it is subsequently determined that the condition described in Section 2.2.23 of this Tariff exists, the Company may suspend or disconnect Service on five (5) days written notice until satisfactory arrangements have been made for the payment of prior indebtedness.

**2.3 Limitation of Liability**

The Company's liability will be limited to that expressly assumed in Sections 2.3.1 through 2.3.32 of this Tariff in connection with the provision of Service to Customer.

2.3.1 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the lesser of (a) the actual monetary damages incurred and proved by the Customer, or (b) the sum of \$1,000.00.

2.3.2 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service(s) with a usage-sensitive rate structure, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for damages caused by the negligence or willful misconduct of the Customer.

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**2.3 Limitation of Liability (continued)**

- 2.3.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.
- 2.3.4 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.5 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.6 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.7 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

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2.3 Limitation of Liability (continued)

2.3.8 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

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**2.3     Limitation of Liability (continued)**

- 2.3.9     The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue, profits, or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.10    In the event the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.3.11    The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.
- 2.3.12    The Company may rely on Third Party Vendors for the performance of certain Services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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**2.3 Limitation of Liability (continued)**

**2.3.13 The Company will not be liable for:**

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of the same.
- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.

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**2.3 Limitation of Liability (continued)**

**2.3.13 (continued)**

- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.14 In the event parties other than the Customer (e.g., authorized or unauthorized End Users) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

2.3.15 Reserved for future use.

2.3.16 Reserved for future use.

2.3.17 The Company does not guarantee the availability of any 800/888 number(s) or the commencement of 800/888 Service within any interval. Where the Company's 800/888 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) requested by the Customer and accepted by the Company and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual and direct monetary damages incurred and proved by the Customer as the direct result of such failure or failures (but not including indirect, special, consequential, punitive or exemplary damages or loss of profits of any kind, or (b) the sum of \$100.00. If at the time of cancellation of inbound 800/888 Services the Customer owes an outstanding balance (30 days or more) to the Company, then Customer's 800/888 number shall not be released to another long distance carrier or Resp Org.

2.3.18 The company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the Services.

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**2.3 Limitation of Liability (continued)**

- 2.3.19 The Company will have no liability to the Customer or any third party for any claims that a Calling Card or its PIN has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Calling Card account, which such Cardholder denies having made.
- 2.3.20 If the Company issues a Calling Card and the PIN will not access the Company's Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.
- 2.3.21 Reserved for future use.
- 2.3.22 If Company chooses to subcontract the printing of the Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.
- 2.3.23 If a Customer's TFS Number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the TFS Number, the Company may, upon written notice, release the TFS Number without liability. Test calling does not constitute use.
- 2.3.24 If a TFS Customer is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service without liability. The Company will give the Customer ten (10) calendar days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- 2.3.25 Reserved for future use



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**2.3 Limitation of Liability (continued)**

- 2.3.26 The Company may terminate or refuse to furnish TFS to any Applicant or Customer, without incurring any liability, if the use of the Service would interfere with or impair any Service offered by the Company.
- 2.3.27 The Company is not liable for any claim arising out of any and all failings by the Company in connection with the provision of TFS to the Customer, including but not limited to:
- (A) TFS is not made available on the date committed to the Customer or cannot otherwise be made available after acceptance of the Customer's order; or
  - (B) TFS is provided with a number or numbers other than the one(s) committed by the Company to the Customer; or
  - (C) TFS is provided with a number or numbers that are not included in toll free Directory Assistance database or are included in an incorrect form.
- 2.3.28 If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.
- 2.3.29 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Company-designated facilities. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.
- 2.3.30 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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**2.3 Limitation of Liability (continued)**

2.3.31 The Company may rely on Local Access Providers for the performance of services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such services such as Local Access. Customer's liability for charges hereunder shall not be reduced by factors beyond the Company's control such as Customer-provided facilities and equipment.

2.3.32 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or Defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits or lost revenues of any kind or nature whatsoever arising out of any Defective Service or any other cause. Any warrantee and remedies explicitly set forth in this tariff are exclusive and in lieu of all other warranties or remedies, whether expressed, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose. In the event of an interruption in Service, any Defect in the Service whatsoever or a failure to perform under this Tariff, neither Company nor any Third Party Vendor or operator of facilities employed in the provision of the Service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits or lost revenues of any kind or nature whatsoever.

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**2.4 Use of Service**

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive interstate calls.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls, which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.
  - (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

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2.4 Use of Service (continued)

2.4.4 (continued)

- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders, which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User, which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

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2.4 Use of Service (continued)

2.4.4 (continued)

- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice of its intent to terminate Service.

2.4.6 From time to time, the Company may grant credits against usage or monthly recurring or non-recurring charges in an amount not to exceed \$1,000 per Customer or account per monthly billing period whenever the Company determines in its sole discretion that such credit is warranted due to considerations involving the delivery of past service to the Customer or account receiving the credit.

2.4.7 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Local Access charges to the Customer.

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**2.4 Use of Service (continued)**

2.4.8 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC, not the Company; provided that where the Company has a Carrier Identification Code (CIC) separate from that of the DUC and the Customer uses 10XXX or similar means to access that CIC, the Customer remains a Customer of the Company if the agreement between the Company and the DUC so provides.

2.4.9 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or TFS Number issued by the Company to its Customers.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer**

**2.5.1** The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.

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2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, except as described in Section 2.24 of this Tariff.
- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.
- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.



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**2.5 Obligations of the Customer (continued)**

**2.5.1 (continued)**

- (M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).
- (N) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or prices to End Users of Customers, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or (2) from claims by third parties that any Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; and (3) or in the event that the Company chooses to have another company print their Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly to the third party.

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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**2.5 Obligations of the Customer (continued)**

- 2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, billed to a Customer's calling card or any billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public. Where such waiver is permitted by applicable law, a Customer acquiring calling card or authorization code Service from the Company expressly and voluntarily waives the provisions of Section 226.12(b) of Regulation Z, 12 C.F.R. § 226.12(b).
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have canceled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.
- 2.5.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.
- 2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

- 2.5.14 If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.
- 2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Obligations of the Customer (continued)

2.5.18 Reserved for future use.

2.5.19 Reserved for future use.

2.5.20 The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast may be required quarterly after Service is initiated.

2.5.21 A TFS Customer will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. The Company reserves the right to request traffic data, which depending on the forecast, may delay Service due to the addition of facilities.

2.5.22 With respect to any Resp Org service or SMS Resp Org changes the Company provides to the TFS Customer, the Customer will indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer.

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**2.6 Obligations of a Reseller**

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's calling card number and PIN because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.
- 2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

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**2.6 Obligations of a Reseller (continued)**

2.6.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
- (B) Insure that the subscriber's service is returned to the long distance service provider of choice; and
- (C) Pay all applicable charges.

**2.7 Obtaining Services**

**2.7.1 General**

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

(C) Interest on Deposits

The Company will not pay interest on deposits.



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2.9 Rendering Bill (continued)

2.9.1 General (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage. The Company does not pay interest on advance payments.

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**2.9 Rendering Bill**

**2.9.1 General**

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to two (2) years in arrears.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The Company may also utilize LEC billing or credit card billing. The availability of the billing option is controlled by the Company not the Customer. All billing options may not be available for a specific Service offering. A Residential Customer's bill for the Company's Services will be included on the Customer's designated and approved credit card bill or, upon Customer request and the agreement of the Company, directly billed. Employees have a choice of direct billing by the Company or a payroll deduction plan.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Local Access charges to the Customer on a pass-through basis. Any credits issued by the Local Access Provider for service outages will be shown on the Customer's invoice on a pass-through basis.
- (E) Where billing systems allow, Credit Card billing and automatic withdrawal from the Customer's checking or savings account are available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.

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2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.
- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) General

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. All bills will be in English. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time penalty shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

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2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent

(B) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(C) Automatic Withdrawal From Checking or Savings Account

If offered by the Company for certain Services and utilized by the Customer, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

2.10 Disputed Charges

2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.

2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

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**2.11 Customer Service Department**

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to 19 Old Courthouse Square, Santa Rosa, California 95404. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to any of the Company's Calling Card Services, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's call detail. Customer Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system or an answering machine. If the call is not an emergency, the answering machine takes a message for a return call. If the call is a service emergency, the Customer is referred to an 800/888 number, which is answered twenty-four hours per day, 365 days per year.

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**2.12 Mileage Measurements**

2.12.1 Calls are mileage by the DUC that carries the call. The mileage between rate centers is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10. Calculation between service wire centers is based on V and H coordinates as obtained by reference to NECA FCC Tariff No. 4. The mileage for a call between access lines associated with stations that use the same rate center is one mile. If Feature Group B is used, the distance will be measured from the rate center of the tandem location or network site to which the Feature Group B line is connected. If Feature Group D access is used, the distance will be measured from the rate center of the calling number.

2.12.2 Airline mileage between service locations is calculated as follows:

FORMULA:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Where  $V_1$  and  $H_1$  are the V and H coordinates of point 1 and  $V_2$  and  $H_2$  are the coordinates of point 2.

Mileage is rounded up to an integer value to determine the airline mileage.

**2.13 Timing of Calls**

2.13.1 On Station-to-Station calls and on Direct-Dialed calls chargeable time begins when the called Station answers and the connection is established between the calling Station and the called Station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin.

2.13.2 Chargeable time ends when the calling Station hangs up thereby releasing the network connection. If the called Station hangs up but the calling Station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

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**2.14 Rate Periods**

**2.14.1 General**

Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in the case of an outbound call and at the called station in case of an inbound toll free call.

**2.14.2 Peak and Off Peak Rate Periods**

There are two rate periods for all Customers. They are Peak and Off-Peak. For Business and Residential Customers, the Peak rate period is 8:00 AM to 5:00 PM, Monday through Friday. The Off-Peak rate period is all other times.

**2.14.3 Day, Evening, and Night Rate Periods**

	Times Applicable		
Rate Period	From	To But Not Including	Days Applicable
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM All day All day	8:00 AM	All days Saturday Sunday

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**2.15 Determining Rate In Effect**

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. For Dedicated Access Services, when a call or unit of time is split between two rate periods, the rate is based on the rate period in which it began. If a Call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period. When a Call spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.



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2.16 Application of Charges

2.16.1 Rounding

- (A) Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.
- (B) If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.
- (C) If the Customer re-originates one or more calls without re-dialing the toll-free access number, timing of the usage is rounded at the end of the last call.
- (D) Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. Rounding for charges for Service(s) is on a call-by-call basis. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.16.2 BTN Account Changes

(A) Discounts

A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

(B) Monthly Recurring Charges

If Service is provided for less than a billing cycle, all associated monthly recurring charges will be prorated for the time Service was provided to the Customer.

2.16.3 TFS

Rates and charges apply to all TFS Numbers associated with the Customer's BTN. For an existing Customer who subscribes to TFS in the middle of a billing cycle, monthly recurring charges are prorated based on the amount of time the plan is in effect prior to the first bill.

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**2.17 Taxes, Surcharges, and Fees**

**2.17.1 General**

- (A) In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company

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**2.17 Taxes, Surcharges, and Fees**

**2.17.2 Tax Exemption Certificate**

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
  - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
  - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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**2.18 Interruption of Service**

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- 2.18.4 For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.2 of this Tariff. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

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**2.19 Cancellation of Service By Customer**

**2.19.1 Cancellation of an Existing Service**

- (A) Except for Calling Card Service and unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).
- (B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.26 of this Tariff.

**2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins**

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

**2.19.3 Customer With Dedicated Access**

Cancellation of the Customer's Services will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

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2.19 Cancellation of Service By Customer (continued)

2.19.4 Cancellation by Non-Usage

If billing records received from a DUC show that a Customer has had no usage with the Company, on one or more lines for a period of forty-five (45) days or more, the Company may conclude that the Customer has moved Service to another carrier, or disconnected Service, whereupon the Company may treat the Service with the Company as having been canceled by the Customer. In such event, the Company may inform the Customer of such treatment. In the event the Company so informs the Customer and the Customer does not notify the Company within seven (7) days that it does not wish to cancel and has not canceled Service with the Company, the Company may take all further steps necessary to complete the cancellation of Service.

2.19.5 Effect of Cancellation or Transfer of Customer Account

When a Customer cancels Services, no Minimum Monthly Usage Charge shall apply to the month in which Service is discontinued pursuant to such cancellation.

2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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2.20 Termination of Service By Company (continued)

2.20.3 TFS

The Company will retain control for four months of all TFNs disconnected for violation of this Tariff. During the four-month period, the Company will refuse to transfer the number to any other Customer, will refuse to reconnect the number for the previous Customer; will refuse to honor transfer of service arrangements between the disconnected Customer and any third party; and will refuse to honor any change of Resp Org forms from the disconnected Customer. At the end of the four-month period, assuming that there is no outstanding challenge to the disconnection, the Company will return control of the TFN to the NASC to be made available on a first-come, first-served basis pursuant to existing industry practices. If the Customer rectifies the violation to the satisfaction of the Company, the Company may, in its sole discretion, return the number to the control of the Customer.

2.20.4 Effect of Cancellation or Transfer of Customer Account

In the event the Company transfers the Customer's account to another carrier under a customer base transaction, no Minimum Monthly Usage Charge shall apply to the month in which Service is discontinued pursuant to such cancellation. The Company may waive the Minimum Monthly Usage Charge for the last full month preceding such transfer.

2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

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**2.22 Terminal Equipment**

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry, which are not barred by the Federal Communications Commission.

**2.23 Notices**

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

**2.24 Lost Or Stolen Calling Card Or PIN**

Upon knowledge of facts, which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

**2.25 Special Service Arrangements**

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.



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**2.26 Revenue and Term Plan Commitments**

**2.26.1 General**

- (A) As a condition of obtaining a specific Service offering or a specific optional pricing plan, a Customer may be required to (1) make a minimum annual revenue commitment (MAC) and sign a term plan agreement or (2) make a minimum monthly revenue commitment (MMC) without signing a term plan agreement.
- (B) By making a MAC or a MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of a MMC.
- (C) By signing a term plan agreement, the Customer commits to remain a Customer of Company for a specified length of time.

**2.26.2 Shortfall Penalties**

Shortfall penalties may apply if the Customer fails to meet the MAC or MMC thresholds.

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**SECTION 2 - RULES AND REGULATIONS**

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**2.26 Revenue and Term Plan Commitments (continued)**

**2.26.3 Term Plan Renewal**

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will send the Customer a letter advising the Customer the date the term plan expires. If the Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the term plan agreement will automatically renew on the expiration date of the term plan agreement for the same MAC and length of term plan. Within thirty (30) days of the automatic renewal date of a term plan agreement if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan agreement, the Company will waive all term plan cancellation penalties.

**2.27 Aggregation Grouping**

**2.27.1** Aggregation grouping is the collecting of a Customer's multiple BTNs into a group such that all usage within this group can be combined to determine the Customer's usage rate or volume discount.

**2.27.2** The Customer determines which BTN(s) will be aggregated. With Aggregation grouping, the Customer must select one BTN as the master BTN. The BTNs that go together in the Aggregation grouping will be assigned an Aggregation ID.

**2.27.3** Changes to a Customer's Aggregation grouping (such as adding or deleting BTNs) will not affect the Customer's MMC, MAC or term plan commitment.

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**SECTION 2 - RULES AND REGULATIONS**

**2.28 Changes to Rates and Charges**

In accordance with Commission rules, the Company may adjust its current rates and charges for Services by filing revised Tariff pages with the Commission. The changes will become effective no earlier than one day following the date the revised pages are filed with the Commission.

**2.29 Changes to DUC**

The Company determines the DUC for any given Service and may change the DUC at any time. The Company will determine in its sole discretion whether any notice regarding any such changes will be provided to Customers and the form, content, and timing thereof.

**2.30 Changes to Service Offerings**

The Company reserves the right to add, change, or delete Services and/or DUCs at any time.

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**SECTION 2 - RULES AND REGULATIONS**

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**2.31 Toll Free Service**

**2.31.1 General**

- (A) The availability of Toll Free Numbers from the Company is limited by the Company's ability to obtain Toll Free Numbers from the SMS database.
- (B) Where any claim arises out of any and all failings by the Company in connection with the provision of TFS to the Customer, including where TFS is not made available on the date committed to the Customer, or cannot otherwise be made available after acceptance of the Customer's order, or is provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in TFS Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. With respect to the Company acting as an agent for the Customer with respect to Resp Org Service and SMS Resp Org Changes, the Customer will indemnify and hold the Company harmless against any claims or third party claims arising out of the execution of changes requested by the Customer, including those changes made by a TFS Customer. Where the Customer is a Customer acting on behalf of a Toll Free Service Customer, the Customer represents that it has the authority to act on the Toll Free Service Customer's behalf in choosing a Resp Org and otherwise utilizing the Company to request Service changes.

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**SECTION 2 - RULES AND REGULATIONS**

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2.31 Toll Free Service (continued)

2.31.1 General (continued)

- (C) If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in TFS to another carrier (e.g. porting of the Toll Free Number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- (D) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of TFS Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.
- (E) A Customer of TFS(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.
- (F) If a Customer of TFS(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice by first class U.S. mail of intent to suspend or deny Service due to such non-compliance.

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**SECTION 2 - RULES AND REGULATIONS**

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2.31 Toll Free Service (continued)

2.31.1 General (continued)

- (G) The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

2.31.2 Reservation and Administration of Numbers:

- (A) At the Customer's request, the Company will request reservation, assignment, activation or change, upon receipt of a verified request, TFNs for a Customer or potential Customer. Customers may request reservation, assignment or activation on their own behalf. A Customer who resells the Company's Services must provide to any Customer or potential Customer, upon reasonable request therefore, information concerning the status of a particular Toll Free Number or numbers in which the Customer or potential Customer has an interest and, if applicable, the identity of the RespOrg(s) for the TFN(s). When a Customer decides (or learns of its specific, prospective Customer's decision) not to utilize the reserved, assigned or activated TFN, the Customer must notify the Company within forty-eight (48) hours so that the Company may release the TFN to the pool of numbers available for assignment in accordance with industry practice and standards.

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**SECTION 2 - RULES AND REGULATIONS**

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2.31 Toll Free Service (continued)

2.31.3 Ownership and Brokering of Numbers

- (A) TFNs are incidental to the TFS(s) with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of TFSs. The assignment of a Toll Free Number for use with Company-Provided Toll Free Service confers on the Customer no proprietary interest whatsoever in the number assigned. It will be a violation of this Tariff if the Customer seeks to acquire, or does acquire, any TFN associated with TFS provided by the Company for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that Toll Free Number, independent of the Company's Service with which it is associated.
- (B) In any instance in which the Company learns that a Customer or prospective Customer is attempting to sell or otherwise transfer or assign a TFN to another person, in violation of this tariff, the Company may immediately and without notice release the number from reserved status, or it may immediately upon written notice by first class U.S. mail or other means of delivery selected by the Company to the Customer, discontinue the furnishing of Service via the number, whichever course of action is appropriate.

2.31.4 Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers

- (A) A Customer may request that the Company release its TFS Number(s) so that another long distance service provider may provide toll free service to a Customer. The Company will release a Customer's TFS Number(s) only upon the following occurrences:
  - .1 there are no outstanding unpaid, unresolved or disputed payments or any other payments or indebtedness due and payable to the Company by the Customer or its successors or assignees relative to any communications service(s) or Services(s) provided by the Company; and

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**SECTION 2 - RULES AND REGULATIONS**

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**2.31 Toll Free Service (continued)**

**2.31.4 (continued)**

**(A) (continued)**

.2 there are no unsatisfied liens or claims for property against which payment for such communications service(s) or Service(s) have been guaranteed or otherwise collateralized.

(B) The Company reserves the right to withhold its authorization of such transfer of such Customer's TFS Number(s) until the Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Tariff and any agreement(s) between the Customer and the Company.

(C) The failure of the Customer to fulfill the terms and conditions of any agreement with the Company or the attempt to process a change of long distance service provider for the Customer's TFS Number(s) prior to the completion of a contract's terms and conditions (and/or before all payments and indebtedness have been paid or satisfied) shall cause the ownership of the TFS Number(s) to revert from the Customer to the Company, whereupon such Customer shall no longer possess the right to transfer such TFS Number(s) to any other long distance service provider and whereupon the Company shall have the right to reissue said number(s) at its sole discretion to any other party.

(D) A canceled TFS Number can be reestablished for the same Customer within four (4) months and, therefore, cannot be selected by another Customer. After four (4) months, the TFS Number is returned to the pool where it can be selected by another customer under any RespOrg.

**2.31.5 Minimum Service Period**

For Customers subscribing to TFS and making a MMC, the minimum Service period is one month. For Customers subscribing to TFS and making a MAC, the minimum Service period is the length of the term plan commitment.

**2.32 Promotional Offerings**

The company will, from time to time, offer one or more of the following promotions to its Customers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a specified term. The Company will notify the Commission in advance of any such offerings via letter.



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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Service Offerings**

- 3.1.1 All Services are interstate Services with the Customer having the option of using the Service to place intrastate calls. The intrastate Services are available only if the Customer subscribes to the companion interstate Service. The Company determines the DUC for all Services.
- 3.1.2 Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number (8XX) NXX-XXXX or other TFN, which terminates at the subscriber's location. Calls are originated from any point in the state on any type of access.
- 3.1.3 Calling Card Service allows the Customer or end user to bill a call to their primary Service location when the caller is away from their established Service location. Customers access the network from anywhere in the state by dialing a universal TFN plus a calling card code and the called telephone number.

**3.2 Business Line Plus**

Business Line Plus Services are inbound and outbound customized telecommunications Services designed to provide a unified Service for single or multi-location companies. These Services offer the Customer various combinations of direct dial long distance, TFS, calling card, and directory assistance Services. The Company determines the DUC. These Services are limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service including any minimum revenue and term plan requirements. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

**3.3 Business Long Distance Services**

Business Long Distance Services are inbound and outbound customized telecommunications Services designed to provide a unified Service for single or multi-location companies. These Services offer the Customer various combinations of direct dial long distance, TFS, calling card, and directory assistance Services. The Company determines the DUC. These Services are limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service including any minimum revenue and term plan requirements. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

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**SECTION 3 - DESCRIPTION OF SERVICES**

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**3.4 CS Services**

CS Services are inbound and outbound customized telecommunications Services designed to provide a unified Service for single or multi-location companies. These Services offer the Customer various combinations of direct dial long distance, TFS, calling card, and directory assistance Services. The Company determines the DUC. These Services are limited to those Customers who subscribe to the companion interstate Service. Verified and non-verified account codes are available at no additional charge. For Customers with multiple locations, there is a monthly recurring charge per service per billing location. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service including any minimum revenue and term plan requirements. Except for Calling Card Calls, all calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds. Calling Card Calls are billed in one minute increments subject to a minimum connect time of one minute. All Calling Card calls are rounded to the next highest minute.

3.4.1 CS 800 Card Service Authorized Users are provided with a card issued to Customer. Authorized users may access the Company's system via a toll free carrier access code dialed from any dual tone multi-frequency signaling telephone. After Authorized User enters the Customer's PIN, this service automatically calls to a pre-selected called station. Calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded to the next highest minute.

3.4.2 CS One World Plan Calling Card Customers may access the Company's system via a toll free carrier access code dialed from any dual tone multi-frequency signaling telephone. Customers are prompted to enter an account code and upon validation are able to dial a Called Station number. Calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded to the next highest minute.

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**SECTION 3 - DESCRIPTION OF SERVICES**

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3.5 Reserved for future use

3.6 Directory Assistance

3.6.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.6.2 Availability of Service

Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within their area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of their area code, the call is routed to the DUC for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

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**SECTION 4 – MAXIMUM RATES AND CHARGES**

**4.1 Business Line Plus Services**

		Service Commitment Period		
		<u>Rate Per Minute or Fraction Thereof</u>		
	<u>Service</u>	<u>Monthly</u>	<u>1 Year</u>	<u>3 Year</u>
4.1.1	Outbound 1+, Switched Access	\$0.50	\$0.50	\$0.50
4.1.2	Toll Free Service	\$0.50	\$0.50	\$0.50
4.1.3	Calling Card			
	(A) Rate Per Minute or Fraction Thereof		\$1.00	
	(B) Calling Card surcharge		\$4.00 per call	
4.1.4	Early Termination Penalty			

Customers who subscribe to a Service Commitment Period of 1 or 3 years are subject to early termination fees if Service is cancelled prior to the end of the Service Commitment Period. Early termination penalties are calculated by multiplying the number of months remaining on the contract by the highest monthly billed amount plus 10%.

**4.2 Business Long Distance Services**

		<u>Service</u>	<u>Rate Per Minute or Fraction Thereof</u>
4.2.1	Outbound 1+, Switched Access		\$0.75
4.2.2	Toll Free Service		\$0.75
4.2.3	Calling Card		
	(A) Rate Per Minute or Fraction Thereof		\$1.00
	(B) Calling Card surcharge		\$4.00 per call

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**SECTION 4 – MAXIMUM RATES AND CHARGES**

4.3 Reserved for future use.

4.4 CS Service

	<u>Service</u>	<u>Rate Per Minute or Fraction Thereof</u>
4.4.1	1 Plus Access (Switched)	\$0.50
4.4.2	Toll Free Service	\$0.50
	(A) Customer will incur a \$25.00 monthly service charge for the first 800 number installed at a service address under any CS 800 service offering. Additional 800 numbers installed at the same service address will not incur a monthly service charge.	
	(B) If a Customer commits to a 12 month term agreement, the monthly service charge is reduced to \$12.00 for the first 800 number installed at a service address. Additional 800 numbers installed at the same service address will not incur a monthly service charge.	
	(C) If a Customer commits to a 24 month term agreement, the monthly service charge is waived for the first 800 number installed at a service address. Additional 800 numbers installed at the same service address will not incur a monthly service charge.	
4.4.3	Directory Assistance, Charge per call	\$4.00
4.4.4	Multi-Location Bill Charge, Per Service	Monthly Recurring Charge
	First Location	\$25.00
	Each Additional Location	\$12.00
4.4.5	CS 800 Card	
	(A) Rate Per Minute or Fraction Thereof	\$1.00
	(B) Calling Card surcharge	\$2.00 per call
4.4.6	One World Card	
	(A) Rate Per Minute or Fraction Thereof	\$1.00
	(B) Calling Card surcharge	\$2.00 per call

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**SECTION 4 – MAXIMUM RATES AND CHARGES**

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4.5 Directory Assistance Service

4.5.1 Application of Charges

- (A) The Directory Assistance charge applies to calls made using the Services of the DUC.
- (B) The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

4.5.2 Rates

The rate is \$4.00 per call.

4.6 Miscellaneous Charges

4.6.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling card calls from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$1.00 for all such calls.

4.6.2 Return Check Charge

If the bank returns a Customer's check, the Company may charge the Customer a return check charge. The amount of the return check charge is \$40.00. The Company for extenuating circumstances may waive the returned check charge.

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**SECTION 1 – RATES AND CHARGES**

**1.1 Business Line Plus Services**

		Service Commitment Period		
		<u>Rate Per Minute or Fraction Thereof</u>		
	<u>Service</u>	<u>Monthly</u>	<u>1 Year</u>	<u>3 Year</u>
1.1.1	Outbound 1+, Switched Access	\$0.159	\$0.149	\$0.139
1.1.2	Toll Free Service	\$0.159	\$0.149	\$0.139
1.1.3	Calling Card			
	(A) Rate Per Minute or Fraction Thereof		\$0.20	
	(B) Calling Card surcharge		\$0.00 per call	
1.1.4	Early Termination Penalty			

Customers who subscribe to a Service Commitment Period of 1 or 3 years are subject to early termination fees if Service is cancelled prior to the end of the Service Commitment Period. Early termination penalties are calculated by multiplying the number of months remaining on the contract by 15% of the Customer's average monthly long distance usage during the term of the Service Commitment Period.

**1.2 Business Long Distance Services**

	<u>Service</u>	<u>Rate Per Minute or Fraction Thereof</u>
1.2.1	Outbound 1+, Switched Access	\$0.25
1.2.2	Toll Free Service	\$0.25
1.2.3	Calling Card	
	(A) Rate Per Minute or Fraction Thereof	\$0.25
	(B) Calling Card surcharge	\$0.85 per call

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**SECTION 1 – RATES AND CHARGES**

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1.3 Reserved for future use.

1.4 CS Service

	<u>Service</u>	<u>Rate Per Minute or Fraction Thereof</u>
1.4.1	1 Plus Access (Switched)	\$0.1290
1.4.2	Toll Free Service	\$0.1290
(A)	Customer will incur a \$12.00 monthly service charge for the first 800 number installed at a service address under any CS 800 service offering. Additional 800 numbers installed at the same service address will not incur a monthly service charge.	
(B)	If a Customer commits to a 12 month term agreement, the monthly service charge is reduced to \$6.00 for the first 800 number installed at a service address. Additional 800 numbers installed at the same service address will not incur a monthly service charge.	
(C)	If a Customer commits to a 24 month term agreement, the monthly service charge is waived for the first 800 number installed at a service address. Additional 800 numbers installed at the same service address will not incur a monthly service charge.	
1.4.3	Directory Assistance, Charge per call	\$0.85
1.4.4	Multi-Location Bill Charge, Per Service	Monthly Recurring Charge
	First Location	\$6.00
	Each Additional Location	\$3.00
1.4.5	CS 800 Card	
(A)	Rate Per Minute or Fraction Thereof	\$0.25
(B)	Calling Card surcharge	\$0.00 per call
1.4.6	One World Card	
(A)	Rate Per Minute or Fraction Thereof	\$0.25
(B)	Calling Card surcharge	\$0.25 per call



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**SECTION 1 – RATES AND CHARGES**

1.5 Directory Assistance Service

1.5.1 Application of Charges

- (A) The Directory Assistance charge applies to calls made using the Services of the DUC.
- (B) The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

1.5.2 Rates

The rate is \$0.85 per call.

1.6 Miscellaneous Charges

1.6.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling card calls from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$0.30 for all such calls.

1.6.2 Return Check Charge

If the bank returns a Customer's check, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00. The Company for extenuating circumstances may waive the returned check charge.

**ATTACHMENT C**  
**AFFIDAVIT OF PUBLICATION FORM**  
**(LATE FILED EXHIBIT)**

**ATTACHMENT D**  
**FINANCIAL INFORMATION**

# Advanced Telcom, Inc.

A Wholly Owned Subsidiary of General Electric as of May 15, 2003

Balance Sheet

June-03

Cash and Cash Equivalents	(436,304)
Accounts Receivable	2,090,310
Unbilled Revenue	1,040,232
Prepaid Expenses and Other	444,274
<b>Total Current Assets</b>	<b>3,138,512</b>
<b>Net PP&amp;E</b>	<b>8,604,780</b>
Investment in Subsidiaries	3,306,597
<b>Total Assets</b>	<b>15,049,889</b>
<b>Accounts Payable</b>	<b>2,217,349</b>
Accrued Liabilities and Other	6,274,241
Current Portion of Capital Leases	102,328
<b>Total Current Liabilities</b>	<b>8,593,918</b>
<b>Long Term Debt</b>	<b>0</b>
Capital Leases, Less Current Portion	369,827
Common Stock	5,450,917
Retained Earnings	635,227
<b>Total Shareholders' Equity</b>	<b>6,086,144</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>15,049,889</b>

# Advanced Telcom, Inc.

A Wholly Owned Subsidiary of General Electric as of May 15, 2003

## Income Statement

June-03

	<i>Jan to June 2003</i>
Total Revenue	19,206,394
Total COS	8,308,838
Gross Margin	10,897,557
Total Network Operating Expenses:	2,682,790
Gross Margin after Network Costs	8,214,768
Total Operating Expenses:	12,265,880
EBITDA	(4,051,111)
Total Other Losses	(197,910,428)
Total Operating Income/(Loss)	193,859,315
Interest Expense	12,388
Interest and Other Income	1,753,543
Income/(Loss) before Income Taxes	195,600,472
Provision for Taxes	415,603
Net Income/(Loss)	195,184,869

# Advanced Telecom, Inc.

Balance Sheet  
December-02

		Cash and Cash Equivalents	13,441,482
		Accounts Receivable	4,540,702
		Intercompany Receivable	7,497,493
		Prepaid Expenses and Other	5,858,489
		Total Current Assets	31,338,166
		Net PP&E	8,606,153
		Loan Origination Costs	0
		Goodwill	0
		Investment in Subsidiaries	35,185,245
		Other	97,650
		Total Assets	75,227,213
		Accounts Payable	16,195,796
		Accrued Liabilities and Other	26,425,822
		Current Portion of Capital Leases	99,290
		Total Current Liabilities	42,720,908
		Long Term Debt	200,677,363
		Capital Leases, Less Current Portion	107,961
		Equity/ Due to Parent	(168,279,019)
		Total Liabilities and Shareholders' Equity	75,227,213

# Advanced Telcom, Inc.

## Income Statement Year Ending December 31, 2002

Revenue	42,043,118
Cost of Services	25,299,880
Gross Margin	16,743,238
Costs and Expenses	
Selling, General, and Administrative	57,065,864
Loss on investment in Shared Aircraft	1,208,047
Gain/Loss on Disposal of PP&E	146,226,729
Loss On Restructuring	0
Loss on Sale of Interoperability Lab	4,924,147
Loss on Sale to Telepacific	22,106,875
Loss on Change in Accounting Principle	(420,847)
Depreciation and Amortization	18,568,212
Total Costs and Expenses	249,679,021
Loss from Operations	(232,935,788)
Interest Expense	(9,438,735)
Interest and Other Income	205,513
Loss before Income Taxes	(242,169,010)
Provision for taxes	0
Net Loss	(242,169,010)

## ATTACHMENT E

### MANAGERIAL QUALIFICATIONS

David M. O'Neill

Mr. O'Neill has been President and Member, Board of Directors, of Advanced TelCom, Inc., since mid-May of 2003. He is also Executive Vice President, Communication Services of GE Business Productivity Solutions, Inc. (GEBPS), a position he held with GEBPS' predecessor corporation GE Capital Communication Services Corporation (GECCS) beginning in September of 1999. Prior to that, he held a number of positions in the billing, customer service, and operational management of telecommunications products and services for GECCS beginning in July 1994. Prior to that, Mr. O'Neill joined GE Plastics in 1992, later moving to GE Power Systems, and graduating from GE's Manufacturing Management Program. Prior to his GE employment, he worked for Hamilton Standard as a Project Engineer for three years. Mr. O'Neill holds a Bachelor of Science in Mechanical Engineering from the University of Notre Dame, and a Master of Business Administration degree from the University of Connecticut.

Victor A. Allums

Mr. Allums has been Secretary, Treasurer and General Counsel and Member, Board of Directors, of Advanced TelCom, Inc., since mid-May 2003. Mr. Allums is also Secretary and General Counsel of GE Business Productivity Solutions, Inc. (GEBPS), a local and long distance telecommunications carrier. He originally began his career with GEBPS' predecessor corporation, GE Capital Communication Services Corporation as Senior Vice President and General Counsel in June 1996, and subsequently was appointed Secretary as well. Prior to joining GEBPS, Mr. Allums was Assistant Division Counsel of the information systems division of ALLTEL Corporation and its predecessors (since January 1989) where he was responsible for all aspects of in-house representation of the business. From 1985 to 1988, he was an associate at the Atlanta, Georgia law firm of Troutman Sanders LLP, where he specialized in general corporate matters, including mergers and acquisitions, and software licensing and trademarks. He holds both a law degree and a Master of Business Administration degree from Emory University in Atlanta, Georgia, and is also a graduate of Auburn University. He is admitted to practice law in the State of Georgia.

Eric Russell

Mr. Russell, Vice President, Finance and Accounting, has worked at Advanced TelCom, Inc., since July, 1999. Over his tenure, he has held positions of increasing financial responsibilities, including VP Corporate Controller, VP of Finance and Chief Financial Officer (prior to acquisition by GE). Prior to that, he held the position of Chief Financial Officer and VP of Operations at Precision Navigation, a manufacturer of consumer electronic products. Prior to that, he worked as an Audit Manager at KPMG. Mr. Russell holds a Bachelor of Science in Business with an emphasis in accounting from San Diego State University and a Master of Business Administration degree from Stanford University.



Daniel J. Wigger

Mr. Wigger has been the head of Network Operations and Engineering for Advanced TelCom, Inc. since August of 2001. Mr. Wigger has over 14 years of telecommunications leadership experience. He began his career in Telecommunications with Pacific Bell (now a unit of SBC) in their Accelerated Management Program where he held increasingly responsible positions in Field Operations, Finance, Marketing/Service Center, Construction, and Engineering. In 1997, he joined Brooks Fiber Communications (CLEC) and held Market Operations and Service positions and assisted in their rapid network build-out, market development, and customer acquisition period. Mr. Wigger holds a Bachelor of Science in Business Administration and has completed graduate studies towards a Masters Degree in Business Administration, both from California State University Fresno.

Daniel C. Swanson

Mr. Swanson has been Executive Director of Switched Services at Advanced TelCom, Inc., since January 2001. His responsibilities include overall Product Management and Marketing. Prior to that, he was General Manager of TotlCom, Inc., a Voice & Data Systems integrator with offices throughout Northern California. Prior to that, Mr. Swanson spent eight years with Ameritel, a Regional IXC headquartered in Napa, CA, serving as Director of Business Development and later as Director of Sales and Marketing. Mr. Swanson has over 20 years of experience in the telecommunications industry holding management positions in Business Development, Sales, Marketing, Customer Service and Operations. Mr. Swanson graduated with a Bachelor of Arts degree in Communications from the University of the Pacific in 1980.